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6 *Attorneys for Las Vegas Police Managers  
& Supervisors Association*

**FILED**  
**July 7, 2023**  
**State of Nevada**  
**E.M.R.B.**  
2:19 p.m.

8 STATE OF NEVADA  
9 GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

10 LAS VEGAS METRO POLICE MANAGERS  
AND SUPERVISORS ASSOCIATION,

Case No. 2023-016

11 Complainant,

**AMENDED PROHIBITED PRACTICES  
COMPLAINT**

12 v.

13 LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT,

14 Respondent.

16  
17 Complainant, Las Vegas Metro Police Managers and Supervisors Association (“PMSA”) by and  
18 through undersigned counsel Adam Levine, Esq. complains and alleges as follows:

19 1. PMSA is an employee organization within the meaning of NRS Chapter 288. PMSA is  
20 the exclusive bargaining representative of Police & Corrections Sergeants, Lieutenants and Captains  
21 employed by the Las Vegas Metropolitan Police Department.

22 2. Respondent, Las Vegas Metropolitan Police Department (“LVMPD” or “the  
23 Department”) is a law enforcement agency and local government employer within the meaning of NRS  
24 Chapter 288.

1           3.       In 2018 LVMPD unilaterally removed work from bargaining unit members in the  
2 Computer Forensic Lab, placing such work with non-bargaining unit “Commissioned Computer  
3 Forensic Laboratory Supervisors”. This resulted in EMRB Case No. 2019-001. Ultimately, as a result  
4 of negotiations these Commissioned Computer Forensic Laboratory Supervisors were placed into the  
5 PMSA bargaining unit through a non-precedent-setting Memorandum of Understanding (“MOU”)  
6 executed by PMSA and the Sheriff.

7           4.       In or about December of 2020 Commissioned Police Captain Christopher Tomaino, who  
8 was the Southern Nevada Counter-Terrorism Center (SNCTC) Bureau Commander, retired from  
9 LVMPD. The Department wished to fill Tomaino’s SNCTC position with a civilian Director. As a  
10 result of requests made by LVMPD to permit this, the PMSA acquiesced and the SNCTC Bureau  
11 Commander position was filled by civilian Director Cary Underwood.

12           5.       LVMPD operates a Special Weapons and Tactics (SWAT) Bureau which was  
13 supervised by Commissioned Police Captain Brian Cole. In 2023 Captain Cole was transferred out of  
14 that Bureau and LVMPD hired a retired LVMPD Sergeant by the name of Bryan Peterson to be the  
15 SWAT Bureau Director, taking all SWAT Commissioned Police Captain duties.

16           6.       As a result of negotiations between the PMSA and the LVMPD, the SWAT Bureau  
17 Director position was placed into the PMSA bargaining unit, along with an agreement that once  
18 Director Peterson vacates the position, the position will revert to a Commissioned Police Captain.  
19 Director Peterson was eligible for the PMSA bargaining unit because he is a POST certified  
20 Commissioned Supervisor. This was accomplished through a non-precedent-setting MOU executed by  
21 PMSA and the Sheriff.

22           7.       LVMPD operates a Criminalistics Bureau. Immediately prior to 2023 this Bureau was  
23 supervised by Commissioned Police Captain David Lewis. As the result of negotiations, it was agreed  
24 between PMSA and LVMPD that the Criminalistics Bureau could be supervised by civilian Director

1 Kimberly Murga, and in exchange when civilian Director Cary Underwood separates from the SNCTC  
2 Bureau Commander position, that position will again be filled by a Commissioned Police Captain. The  
3 MOU memorializing this agreement was prepared by LVMPD Labor Relations and was sent to the  
4 PMSA. It was signed by PMSA Chairman Lieutenant William Matchko on May 16, 2023 and returned  
5 to LVMPD for the Sheriff's signature. However, instead of executing the MOU the Sheriff held the  
6 agreement to use as leverage.

7 8. LVMPD has a Records and Fingerprint Bureau. Prior to May of 2023 a Civilian  
8 Director, Nicole Hart, supervised the Bureau. That Bureau is primarily staffed by civilians.

9 9. LVMPD has an Office of Community Engagement ("OCE") which is staffed largely by  
10 commissioned peace officers. Prior to May of 2023 OCE was commanded by a Commissioned Police  
11 Captain, Roxanne Burke.

12 10. In or about May of 2023 LVMPD transferred Captain Burke to the Records and  
13 Fingerprint Bureau and placed civilian Rachel Skidmore, in charge of OCE in place of a Commissioned  
14 Police Captain, supervising commissioned police personnel.

15 11. LVMPD's placement of a civilian into a position doing bargaining unit work –  
16 overseeing OCE – was done without advance notice to PMSA or an opportunity to bargain over the  
17 removal of work from the bargaining unit.

18 12. After discovery that LVMPD had removed bargaining unit work and placed it with a  
19 non-bargaining unit civilian, PMSA demanded to bargain over the issue. LVMPD refused to  
20 meaningfully respond to the request to bargain the issue.

21 13. On Tuesday, June 27, 2023 LVMPD's Labor Relations Council Jamie Frost informed  
22 PMSA Chairman, Lieutenant William Matchko, that Sheriff Kevin McMahill would not be signing the  
23 previously agreed to May 16, 2023 MOU addressing the Criminalistics Bureau and the SNCTC Bureau  
24

1 Commander positions because he was upset that the PMSA kept raising concerns regarding the transfer  
2 of work out of the bargaining unit.

3 14. LVMPD has a Wellness Bureau which was supervised by Commissioned Police Captain  
4 Joshua Bitsko. After the repudiation of negotiations on June 27, 2023, LVMPD transferred Captain  
5 Bitsko from the Wellness Bureau to the Office of the Sheriff and placed a civilian, Dr. Tia Wilson, in  
6 Command of the Wellness Bureau.

7 15. LVMPD's continual and repeated unilateral removal of work from the bargaining unit  
8 and assigning such work to civilians, the failure to give notice to PMSA and the opportunity to bargain  
9 over the issue, and the repudiation of the negotiations relating to the removal of bargaining unit work,  
10 as set forth above, constitutes a failure to bargain in good faith in violation of NRS 288.270(1)(a), and  
11 (e).

12 WHEREFORE, PMSA requests the following relief from the Board:

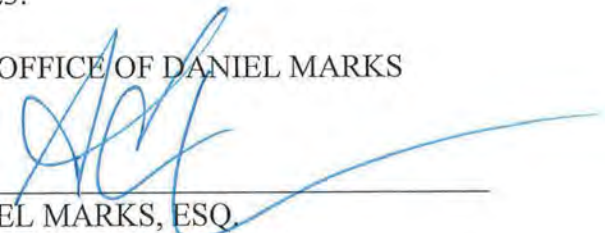
- 13 1. Issue findings that one or more prohibited practices were committed by the LVMPD;
  - 14 2. Issue an Order requiring the LVMPD to Cease and Desist in removing work from the  
15 bargaining unit in the future without providing notice and an opportunity to bargain with the PMSA;
  - 16 3. Issue an Order requiring LVMPD to place a Commissioned Police Captain in the  
17 Criminalistics Bureau, Southern Nevada Counter-Terrorism Center Bureau, OCE, and the Wellness  
18 Bureau until such time as bargaining is completed;
  - 19 4. Issue an Order requiring the LVMPD to post on the bulletin boards in all headquarters  
20 buildings and all area commands the findings of the prohibited practices and the appropriate  
21 statements that LVMPD will not interfere, restrain or coerce any employees in the exercise of any  
22 rights guaranteed under Chapter 288, and that it will bargain in good faith;
  - 23 5. Issue an Order for costs and attorney's fees in favor of PMSA; and
- 24

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6. Order such other and further relief as the Board deems necessary under the broad remedial powers conferred pursuant to NRS 288.110(2).

DATED the 7<sup>th</sup> day of July, 2023.

LAW OFFICE OF DANIEL MARKS



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1 **Marquis Aurbach**  
Nick D. Crosby, Esq.  
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Telephone: (702) 382-0711  
4 Facsimile: (702) 382-5816  
Attorneys for LVMPD

**FILED**  
**August 14, 2023**  
**State of Nevada**  
**E.M.R.B.**  
11:07 a.m.

5  
6 **STATE OF NEVADA**  
7 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

8 LAS VEGAS METROPOLITAN POLICE  
MANAGERS AND SUPERVISORS  
9 ASSOCIATION,

Case No.: 2023-016

10 Complainant,

11 vs.

12 LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT,

13 Respondent.

14  
15 **ANSWER TO AMENDED PROHIBITED PRACTICES COMPLAINT**

16 Respondent Las Vegas Metropolitan Police Department (hereinafter “Department”), by  
17 and through its attorneys of record, the law firm of Marquis Aurbach, hereby answers  
18 Complainant’s Amended Prohibited Practices Complaint as follows:

19 1. In answering Paragraphs 1, 2, 5, 6, 8, 9, and 10 of Complainant’s Amended  
20 Complaint, Respondent admits the allegations contained therein.

21 2. In answering Paragraph 15 of Complainant’s Amended Complaint, Respondent  
22 denies the allegations contained therein.

23 3. In answering Paragraph 3 of Complainant’s Amended Complaint, Respondent  
24 admits EMRB Case No. 2019-001 related to the Computer Forensic Laboratory and the case was  
25 resolved via settlement, placing Commissioned Computer Forensic Laboratory Supervisors into  
26 the Respondent’s bargaining unit through a non-precedent setting memorandum of understanding  
27 and denies the remaining allegations contained therein.







**MARQUIS AURBACH**  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

**CERTIFICATE OF MAILING**

I hereby certify that on the 14<sup>th</sup> day of August, 2023, I served a copy of the foregoing  
**ANSWER TO AMENDED PROHIBITED PRACTICES COMPLAINT** upon each of the  
parties by depositing a copy of the same in a sealed envelope in the United States Mail, Las  
Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

Dan Marks, Esq.  
610 S. Ninth Street  
Las Vegas, NV 89101  
*Attorney for Complainant*

and that there is a regular communication by mail between the place of mailing and the place(s)  
so addressed.

s/Sherri Mong  
an employee of Marquis Aurbach

1 **Marquis Aurbach**  
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8 Attorneys for LVMPD

**FILED**  
**January 5, 2024**  
**State of Nevada**  
**E.M.R.B.**  
9:32 a.m.

9 **STATE OF NEVADA**  
10 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

11 LAS VEGAS METROPOLITAN POLICE  
12 MANAGERS AND SUPERVISORS  
13 ASSOCIATION,

Case No.: 2023-016

14 Complainant,

15 vs.

16 LAS VEGAS METROPOLITAN POLICE  
17 DEPARTMENT,

18 Respondent.

19 **RESPONDENT'S PREHEARING STATEMENT**

20 Respondent Las Vegas Metropolitan Police Department (hereinafter "Department"), by  
21 and through its attorneys of record, the law firm of Marquis Aurbach, hereby files its Prehearing  
22 Statement in the above-referenced matter.

23 **I. ISSUES TO BE DECIDED BY THE BOARD**

24 1. Whether the Complainant timely filed its Amended Complaint with the EMRB  
25 pursuant to Nevada Revised Statute 288.110(4).

26 2. Whether the Department violated Nevada Revised Statute 288.270(1)(a) as  
27 alleged in the Amended Complaint.

28 3. Whether the Department violated Nevada Revised Statute 288.270(1)(e) as  
alleged in the Amended Complaint.

4. Whether the Department properly exercised its rights pursuant to Nevada Revised  
Statute 288.150(3).

1           5.       Whether the Department properly exercised its rights pursuant to the Collective  
2 Bargaining Agreement between the Complainant and Respondent.

3 **II.       LEGAL ARGUMENT**

4           The Amended Complaint alleges that the Department failed to bargaining in good faith  
5 through its assignment of employees in various positions. More specifically, the Amended  
6 Complaint alleges that the Department improperly assigned non-bargaining unit employees in  
7 positions previously held by bargaining unit members. The Department disputes the allegation  
8 that the Department engaged in bad-faith bargaining and, instead, asserts its actions represent the  
9 lawful exercise of rights specifically reserved to local government employers.

10           Nevada Revised Statute 288.150 provides, in relevant part:

11           **NRS 288.150 Negotiations by employer with recognized employee**  
12 **organization: Subjects of mandatory bargaining; matters reserved to**  
13 **employer without negotiation; reopening of collective bargaining agreement**  
14 **during period of fiscal emergency; termination or reassignment of employees**  
15 **of certain schools.**

16           ...

17           3. Those subject matters which are not within the scope of mandatory  
18 bargaining and which are reserved to the local government employer without  
19 negotiation include:

20           (a) Except as otherwise provided in paragraph (u) of subsection 2, the right to  
21 hire, direct, assign or transfer an employee, but excluding the right to assign or  
22 transfer an employee as a form of discipline.

23           ...

24           (c) The right to determine:

25           (1) Appropriate staffing levels and work performance standards, except  
26 for safety considerations;

27           (2) The content of the workday, including without limitation workload  
28 factors, except for safety considerations;

              (3) The quality and quantity of services to be offered to the public; and

              (4) The means and methods of offering those services.

              (d) Safety of the public.

1 Nev. Rev. Stat. 288.150(3)(a), (c)-(d). Further, the Collective Bargaining Agreement (“CBA”)  
2 between the Department and the Las Vegas Police Managers & Supervisors Association  
3 (“Complainant”) contains similar language which the Parties have negotiated:

4 **ARTICLE 7 – MANAGEMENT RIGHTS**

5 Except as expressly modified or restricted by a specific provision of this  
6 Agreement, all statutory and inherent management rights, prerogatives, and  
7 functions are retained and vested exclusively in the Department, including, but  
8 not limited to:

9 Hire, direct, classify, assign or transfer employees; except when such assignment  
10 or transfer is done as part of disciplinary purposes.

11 ...

12 Determine appropriate staffing levels and work performance standards and the  
13 means and methods by which operations are conducted, except for safety  
14 considerations.

15 Determine work schedules, tours of duty, daily assignments, standards of  
16 performance, and or the services to be rendered.

17 Determine the quality and quantity of services to be offered to the public and the  
18 means and methods of offering those services.

19 ...

20 Determine the content of the work day, including without limitation, workload  
21 factors, except for employee safety.

22 ...

23 Manage its operations in the most efficient manner consistent with the best  
24 interests of all its citizens, its taxpayers, and its employees.

25 Promote employees and determine promotional procedures as provided in NRS  
26 280.310

27 ...

28 The Department shall have such other exclusive rights as may be determined by  
NRS 288.150.

The Department’s failure to exercise any right, prerogative, or function hereby  
reserved to it shall not be considered a waiver of that right, prerogative, or  
function.

(CBA, Art. 7, pp. 5-6).

At the outset, the Department notes it is unclear as to the timing of some of the  
allegations contained in the Amended Complaint and, to the extent the complained-of incidents

1 occurred longer than six months prior to the filing of the Amended Complaint, the same cannot  
2 be considered by the Board. Nev. Rev. Stat. 288.110(4). Regarding timely filed allegations, the  
3 Department argues that its staffing decisions are exclusively within the purview of its statutorily  
4 and contractually recognized management rights and, as such, cannot form the basis for a bad-  
5 faith bargaining claim. The plain language of the statute vests in the Department the right to  
6 assign its employees and determine the manner and means of providing its services to the public.  
7 The Complainant has not alleged any of the actions outlined in the Amended Complaint were for  
8 disciplinary purposes – the only conceivable exception to the clearly stated management rights  
9 contained in the statute and the CBA.

10 **III. PENDING ADMINISTRATIVE, JUDICIAL OR OTHER PROCEEDINGS**

11 None.

12 **IV. WITNESSES**

- 13 1. Jamie Frost, Labor Relations Counsel  
14 Las Vegas Metropolitan Police Department  
15 c/o Marquis Aurbach Chtd.  
16 10001 Park Run Drive  
17 Las Vegas, NV 89145

18 This witness is expected to testify as to the facts and circumstances giving rise to the  
19 allegations contained in the Amended Complaint, as well as the Department’s defenses raised in  
20 its Answer.

- 21 2. Sheriff Kevin McMahill  
22 Las Vegas Metropolitan Police Department  
23 c/o Marquis Aurbach Chtd.  
24 10001 Park Run Drive  
25 Las Vegas, NV 89145

26 This witness is expected to testify as to the facts and circumstances giving rise to the  
27 allegations contained in the Amended Complaint, as well as the Department’s defenses raised in  
28 its Answer.

3. Rich Hoggan  
Chief Financial Officer, LVMPD  
c/o Marquis Aurbach Chtd.  
10001 Park Run Drive  
Las Vegas, NV 89145

1 This witness is expected to testify as to the facts and circumstances giving rise to the  
2 allegations contained in the Amended Complaint, as well as the Department's defenses raised in  
3 its Answer.

4 Respondent reserves the right to call any witness identified by the Complainant and the  
5 right to supplement this list.

6 **V. ESTIMATED TIME NEEDED FOR PRESENTATION OF CASE**

7 The Respondent estimates it will need one day to present its case.

8 Dated this 5th day of January, 2024.

9  
10 MARQUIS AURBACH

11  
12 By s/Nick D. Crosby  
13 Nick D. Crosby, Esq.  
14 Nevada Bar No. 8996  
15 10001 Park Run Drive  
16 Las Vegas, Nevada 89145  
17 Attorney(s) for LVMPD

18 **CERTIFICATE OF MAILING**

19 I hereby certify that on the 5<sup>th</sup> day of January, 2024, I served a copy of the foregoing  
20 **RESPONDENT'S PREHEARING STATEMENT** upon each of the parties by depositing a  
21 copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class  
22 Postage fully prepaid, and addressed to:

23 Adam Levine, Esq.  
24 Law Offices of Daniel Marks  
25 610 S. Ninth Street  
26 Las Vegas, NV 89101  
27 *Attorney for Complainant*

28 and that there is a regular communication by mail between the place of mailing and the place(s)  
so addressed.

s/Sherri Mong  
an employee of Marquis Aurbach

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6 *Attorneys for Complainant*

FILED  
January 5, 2024  
State of Nevada  
E.M.R.B.  
2:13 p.m.

7 STATE OF NEVADA  
8 GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

9 LAS VEGAS METRO POLICE MANAGERS  
AND SUPERVISORS ASSOCIATION,

Case No. 2023-016

10 Complainant,

11 v.

**PRE HEARING STATEMENT**

12 LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT,

13 Respondent.

14  
15  
16  
17 COMES NOW the Complainants LAS VEGAS METRO POLICE MANAGERS AND  
18 SUPERVISORS ASSOCIATION (hereafter "PMSA"), by and through the undersigned counsel, Adam  
19 Levine, Esq., of the Law Office of Daniel Marks, and hereby submits pursuant to NAC 288.250 its Pre-  
20 Hearing Statement.

21 **I. STATEMENT OF THE ISSUES OF FACT AND LAWS TO BE DETERMINED BY**  
22 **THE BOARD.**

23 The issues of law and fact be determined by the Board are whether Respondent violated NRS  
24 288.270(1)(a) and (e) by unilaterally taking the work performed by Captains, which is a bargaining unit

1 position, and placing that work with non-bargaining unit Directors and/or Supervisors positions without  
2 first bargaining in good faith.

## 3 **II. POINTS AND AUTHORITIES**

4 The method used to classify employees is a subject of mandatory collective bargaining. NRS  
5 288.150(2)(k). It is well-established law, both from prior precedent of this Board, as well as from the  
6 National Labor Relations Board, that once work is within the bargaining unit in may not be removed  
7 from the bargaining unit without negotiating and obtaining the permission of the union, or alternatively  
8 permission of the Board. See *Teamsters Local 14 v. City of Henderson*, Case No. A1-045605 Item No.  
9 399-A (1997); *Geiger Ready Mix Co. of Kansas City, Inc.*, 323 NLRB 507 (1997); *Int'l Harvester Co.*,  
10 236 NLRB 712 (1978). *Sumpter Electric Cooperative, Inc.*, Advice Memorandum No. 12-CA-25384  
11 (2008).

12 In *Mount San Antonio College Faculty Association, v. Mount San Antonio Community College*  
13 *District*, PERB Decision No. 334, 1983 Cal. PERB LEXIS 168 (1993) the California Public  
14 Employment Relations Board ("PERB") found that the employer violated its duty to negotiate in good  
15 faith by creating the new positions of "division chairperson" and transferring some of the duties  
16 previously performed by bargaining unit department chairpersons to non-unit employees employed in  
17 the new positions. Affirming an Administrative Law Judge's findings of labor practices, PERB held:

18 The Board has long held that an employer may violate its duty to negotiate in good faith  
19 by making unilateral changes of matters within the scope of representation. *Pajaro*  
20 *Valley Unified School District (5/22/78)* PERB Decision No. 51; *Grant Joint Union*  
*High School District (2/26/82)* PERB Decision No. 196; accord *NLRB v. Katz* (1962)  
369 U.S. 736 [50 LRRM 2177].

21 ....

22 In *Alum Rock Union Elementary School District (6/27/83)* PERB Decision No. 322, the  
23 Board, applying the test for negotiability set forth in *Anaheim Union High School*  
*District (10/28/81)* PERB Decision No. 177, found that "where management seeks to  
24 create a new classification to perform a function not previously performed . . . by  
employees . . . it need not negotiate its decision." However, as the Board indicated in  
*Alum Rock*, supra, at p. 11, "those aspects of the creation . . . of a classification which



1 merely transfer existing functions and duties from one classification to another involve  
2 no overriding managerial prerogative," and are, therefore, negotiable. Thus, where the  
3 assignment of duties to employees would transfer work previously performed by  
4 bargaining unit members out of the bargaining unit, the employer is obligated to  
5 negotiate. *Rialto Unified School District (4/30/82)* PERB Decision No. 209; *Solano*  
*County Community College District (6/30/82)* PERB Decision No. 219.

6 The evidence in this case will be that Sheriff Kevin McMahill, the elected head of the Las  
7 Vegas Metropolitan Police Department, unilaterally took bargaining unit work performed by Captains  
8 and gave it to persons outside of the bargaining unit without first bargaining with PMSA. When  
9 challenged on the subject Sheriff McMahill had his Labor Relations Counsel purport to begin  
10 bargaining after the fact. However, such belated bargaining was sometimes not conducted in good faith  
11 as McMahill refused to sign some of the agreements negotiated by his representatives addressing this  
12 issue. Good-faith bargaining requires that the employer's representatives have actual authority as  
13 opposed to acting "more as an intermediary or messenger for" the employer. "The failure to designate  
14 an agent, or bargaining team with negotiation authority is a significant indicator of bad-faith  
15 bargaining". *Police Officers Association of the Clark County School District v. Clark County School*  
*District*, Case No. A1-046113, Item No. 809 (2015).

### 16 **III. LIST OF WITNESSES**

- 17 1. Sheriff Kevin McMahill. The Sheriff is knowledgeable regarding his removal of  
18 bargaining unit work and its assignment to non-bargaining unit positions along with his  
19 refusal to execute any of the agreements negotiated by his Labor Relations Counsel.
- 20 2. Jamic Frost. Ms. Frost is the Labor Relations Counsel for LVMPD and is  
21 knowledgeable regarding the bargaining which took place only after the unilateral  
22 changes were implemented, it is further knowledgeable regarding Sheriff McMahill's  
23 refusal to sign the agreements she negotiated.

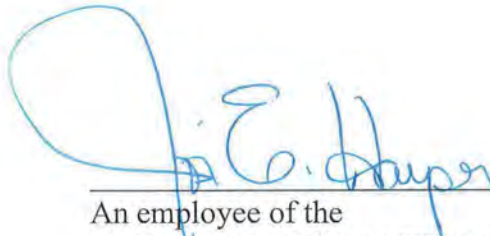
- 1           3.     Troyce Krumme. Sergeant Krumme was the Vice Chairman (now Chairman Elect) of  
2           the PMSA and was involved in negotiations with LVMPD after the unilateral changes  
3           were made, and is further knowledgeable regarding LVMPD's refusal to execute any of  
4           the agreements negotiated.
- 5           4.     William Matchko. Lieutenant Matchko was the Chairman of the PMSA and was involved  
6           in negotiations with LVMPD after the unilateral changes were made, and is further  
7           knowledgeable regarding LVMPD's refusal to execute any of the agreements  
8           negotiated.
- 9           5.     Daniel Coe, Esq. Mr. Coe is the General Counsel of the PMSA and was involved in  
10          negotiations with LVMPD after the unilateral changes were made, and is further  
11          knowledgeable regarding LVMPD's refusal to execute any of the agreements  
12          negotiated.
- 13          6.     Captain Brian Cole. Capt. Cole commanded LVMPD's SWAT teams before being  
14          replaced by retired Sergeant Bryan Peterson who was rehired by LVMPD and given  
15          command of the SWAT teams.
- 16          7.     Sgt. Bryan Peterson (ret.). Retired Sgt. Peterson is knowledgeable regarding how he was  
17          given Command of LVMPD's SWAT teams.
- 18          8.     Kimberly Murga. Ms. Murga is a civilian Director who was given the responsibilities of  
19          overseeing and supervising LVMPD's Criminalistics Bureau which had previously been  
20          overseen and supervised by Captain David Lewis.
- 21          9.     Captain Joshua Bitsko. Captain Bitsko supervised LVMPD's Wellness Bureau. He was  
22          replaced in these responsibilities by a civilian, Dr. Tia Wilson.



**CERTIFICATE OF MAILING**

I hereby certify that I am an employee of the LAW OFFICE OF DANIEL MARKS and that on the 5<sup>th</sup> day of January 2024, I did deposit in the United States Post Office, at Las Vegas, Nevada, in a sealed envelope with first class postage fully prepaid thereon, a true and correct copy of the above and foregoing PRE-HEARING STATEMENT, to the address as follows:

MARQUIS AURBACH  
Nick D. Crosby, Esq.  
Nevada Bar No. 8996  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Tel: (702) 382-0711  
Fax: (702) 382-5816  
*Attorney for Respondent*



\_\_\_\_\_  
An employee of the  
LAW OFFICE OF DANIEL MARKS

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